

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

UNITED STATES OF AMERICA,

)

Plaintiff,

)

CASE NO: 2:18-CV-934

vs.

)

BRIDGET M EHRHART-BENNETT

)

aka BRIDGET M MONTAVON,

)

Defendant.

)

COMPLAINT

Now comes the United States of America, by and through its legal representative, the United States Attorney for the Southern District of Ohio, and for its cause of action alleges:

1. Jurisdiction is founded on 28 U.S.C. § 1345.
2. Defendant resides within this judicial district and division.
3. On February 26, 2008, defendant submitted an application to the Department of

Veterans Affairs' National Nursing Education Initiative (NNEI) for the enrollment period of April 7, 2008 until March 26, 2010. The Defendant agreed to repay the total of \$23,914.00 as set forth in said application. A true copy of said application is attached hereto, marked as "Exhibit A", and by this reference made a part hereof.

4. Also, on February 26, 2008, defendant executed and signed a contract with the Department of Veterans Affairs' National Nursing Education Initiative (NNEI). A true copy of said contract is attached hereto, marked as "Exhibit B", and by this reference made a part hereof.

5. On or about October 5, 2010, defendant breached her contact with the Department of Veterans Affairs for failure to complete obligated service. In accordance with VHA Handbook 1020.1, Section D, Paragraph5, “if a participant breaches the agreement by failing for any reason to complete such participant’s period of obligated service, the United State shall be entitled to recover from the participant an amount of triple damages for the amount paid under this subchapter, to or on behalf of the participant.” The National Nursing Education Initiative (NNEI) awarded and paid on behalf of the defendant, \$21,504.00. Pursuant to Section D, paragraph 5 of the signed contract (Exhibit A), defendant is obligated to repay the United States \$64, 512.00, which is triple of said amount.

6. Although payment has been demanded, payment has not been made by the defendant in accordance with the terms of said contract and the entire balance has become due and payable.

7. After all payments on said contract have been properly credited, the entire unpaid balance due and owing to plaintiff from defendant is \$64,512.00 principal, and \$5,372.88 interest accrued through November 27, 2010, with additional interest accruing on the principal balance from said date at the rate of .010 percent per annum, all of which is evidenced by the Certificate of Indebtedness which is attached hereto, marked as “Exhibit C” and by this reference made a part hereof.

WHEREFORE, plaintiff prays for judgment against defendant in the amount of \$64,512.00 principal, and \$5,372.88 interest accrued through November 27, 2010, and additional interest on the principal balance from said date at the rate of .010 percent per annum to the date of judgment.

Plaintiff further prays for its costs and for an award of postjudgment interest at the highest rate allowable by law, and for all further just and proper orders.

Respectfully submitted,

BENJAMIN C. GLASSMAN
United States Attorney

s/Bethany J. Hamilton
BETHANY J. HAMILTON (0075139)
Assistant United States Attorney
Attorney for Plaintiff
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Columbus, Ohio 43215
Office: (614) 469-5715
Fax: (614) 469-5240
E-mail: Bethany.Hamilton@usdoj.gov



Department of Veterans Affairs

NATIONAL NURSING EDUCATION INITIATIVE (NNEI) APPLICATION

For Nurses Enrolled in or Formally Accepted to an Education or Training Program

NOTE: Print or type all entries in Sections 1 and 2

Section 1 – General Identification Information and Educational History

1. Facility Name Department of Veterans Affairs Medical Center - Chillicothe, Ohio	2. Facility Number 538			
3. Last Name Montavon	4. First Name Bridget	5. Middle Initial M		
6. Social Security Number XXX-XX-5805	7. Home Phone (Include area code)	8. Work Phone (Include area code)		
9. VA Employment Status (Check one only)	10. CODES <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time	Occupational Series Code 0610	Title Code 50	Assignment Code 88
11. Current Job Title Registered Nurse, Nurse Manager				
12 Current Grade Nurse I	<input type="checkbox"/> Nurse I	<input checked="" type="checkbox"/> Nurse II	<input type="checkbox"/> Nurse III	<input type="checkbox"/> Nurse IV
13. Name of Rating Official Cindy Norton-Rousch, MSN, RN	14. Official's Work Phone (Including area code) 740-773-1141 extension 7244			
15. Highest Degree Obtained (Check only highest completed)	<input type="checkbox"/> Associate	<input checked="" type="checkbox"/> Baccalaureate	<input type="checkbox"/> Master's	<input type="checkbox"/> Other (Specify) _____
16. Total Number of Semester Hours Accumulated to Date (Note: To convert Quarter Hours to Semester Hours, multiply the number of Quarterly Hours by two-thirds)	2			

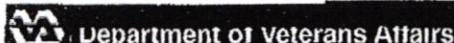
Section 2 – National Nursing Education Initiative Enrollment Information

17. Degree Sought via the NNEI (Check one only)	<input type="checkbox"/> Associate	<input type="checkbox"/> Baccalaureate	<input checked="" type="checkbox"/> Master's	<input type="checkbox"/> Other (Specify) _____
18. Program Start Date (MM/DD/YY) 04/07/2008	19. Estimated Program Completion Date (MM/DD/YY) 03/26/10			
20. Type of Program (Check one only)	<input type="checkbox"/> A. Traditional programs consisting of curricula offered in a campus setting. <input checked="" type="checkbox"/> B. Non-Traditional programs consisting of curricula offered in off-campus settings (e.g., distance learning via the Internet).			
21. Program Description The Community-based Family Nurse Practitioner (CFNP) curriculum has a strong academic and clinical basis. In addition, the CFNP curriculum is unique in providing a strong foundation in understanding the business of primary care. This includes assessing a community to discover the primary care needs, learning how to develop a plan for having a fiscally viable practice, and working within the license and insurance regulations of the student's state. Women's health, including care of the childbearing woman, is a strong component of the program				
22. Name, Address, City, State and Zip Code of Educational Institution(s) where accepted or enrolled Attach a copy of your Letter of Acceptance, or a copy of an official transcript.				

22a. Educational Institution Name Frontier School of Midwifery & Family Nursing (FSMFN) http://www.midwives.org	22b. Address (City, State, Zip) P.O. Box 528, 195 School Street Hyden, KY 41749		
23. Complete the following if you are enrolled in or have been accepted to an education program that is supported by your VISN.			
23a. VISN/STN No.	23b. Course Name (or other identification)	23c. Start Date (MM/DD/YY)	23d. End Date (MM/DD/YY)



24. Total Number of Semester Hours Required to Complete Program 57 (Note: To convert Quarter Hours to Semester Hours, multiply the number of Quarter Hours by two-thirds)	25. Attendance Schedule (Check one only) <input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> 1/2 Time <input type="checkbox"/> 3/4 Time <input type="checkbox"/> 1/3 Time <input type="checkbox"/> 2/3 Time <input type="checkbox"/> 1/4 Time <input type="checkbox"/> Other (Specify) _____				
26. Estimate Total Program Tuition Costs by Type of Education Institution					
26a - Type of Educational Institution		26b - Estimated Tuition Costs		26c - Total Semester Hours Required	
Traditional					
Non-Traditional		20,900.00		55	
TOTAL OF COLUMNS 26b AND 26c		20,900.00		55	
27. Estimated Total Other Reimbursable Program Costs		3014.00		(Total all non-tuition allowable expenses)	
28. Estimated Total Program Costs		23,914.00		=(Total of 26b plus item 27 total)	
29. Average Cost per Semester Hour		435.00		=(Total in Item 28 divided by 26c)	
30. Estimate Program Fiscal Year (FY) Contracted Education Costs (Note: FY total includes all tuition and other allowable expenses)					
Type of Educational Institution		FY 08	FY 09	FY10	FY 11
Traditional					
Non-Traditional		11584.00	8610.00	3720.00	
FY COLUMNS TOTALS		11584.00	8610.00	3720.00	
31. Estimated Total Program Costs (Note: Total must equal Item 28, Total Program Costs)		\$23,914.00		=(sum of all item 30 FY Column Totals)	
32. Do have have a Mentor? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If No, go to Item 33)		32a. Name of Mentor Cathy Moore, MSN, RN, BC		32b. Title of Mentor Nurse Educator	
33. Working Condition Flexibility	33a. Will special working condition arrangements be required to support your EISP attendance requirements? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
	33b. If the answer to 32a is Yes, briefly describe the arrangements required. NP student will have many hours of clinical time and may need a compressed work schedule during the second year.				
	33c. If arrangements are required, have they been implemented yet? (Check one only) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
Section 3 - AUTHENTICATION (When Completed, forward copy to HCSDRO.)					
<p>CONSENT: I authorize the educational institution in which I am, or will be, enrolled to release to VA information regarding my enrollment status and academic standing, including grad point average, both now and while I am participating in the VA Empee Incentive Scholarship Program. I understand that this authorization is voluntary, and that I may revoke this consent at any time. However, I further understand that if I voluntarily revoke this authorization after the award of the scholarship, my scholarship award will be terminated and I will be liable for the damages in accordance with provision of Section 7675, Title 38, United States Code.</p>					
Signature of Employee <i>Budgett Cherrill Montavon RN, BSN</i>			Date <i>2-26-08</i>		
I hereby certify that I have reviewed this application and recommend the applicant named above for participation in the National Nursing Education Initiative Program.					
Signature of Director or designee <i>Jeffrey T. Gering, FACHE</i>			Date <i>3-10-08</i>		
JEFFREY T. GERING, FACHE Medical Center Director			(00)		



NATIONAL NURSING EDUCATION INITIATIVE (NNEI) SCHOLARSHIP PROGRAM CONTRACT

INSTRUCTIONS: Do not make any alterations to this document. Only use ballpoint pen to complete.

SECTION A - The Department of Veterans Affairs (VA) Employee Incentive Scholarship Program (EISP) was established by Title VIII of Public Law 105-368 (the "Department of Veterans Affairs Health Care Personnel Incentive Act of 1998") and codified at sections 7671-7676 of Title 38, United States Code. Under this authority, the VA may award scholarships under the EISP to support the NNEI.

SECTION B - Obligations of the Under Secretary for Health. Subject to availability of funds appropriated by the Congress of the United States for the Employee Incentive Scholarship Program, the Under Secretary for Health agrees to:

1. Provide the undersigned employee with an NNEI award consisting of the payment of tuition and reasonable educational expenses as authorized by 38 U.S.C. §§7671-7675.
2. Ensure that each employee selected to participate in the NNEI is an eligible Department employee who, as of the date on which the employee submits an application for participation in the NNEI, has been continuously employed by the Department for not less than one year.
3. Appoint the employee to a position providing health services in accordance with Section C9 of this contract. This will be accomplished as soon as possible after the employee completes the NNEI sponsored education or training and meets all the applicable qualification requirements for appointment to the position.

SECTION C - Obligation of the Employee. In consideration of payments under the NNEI, the employee agrees to:

1. Accept the NNEI award provided by the Under Secretary for Health under Section B1 of this contract.
2. Pursue education or training in a field leading to appointment or retention in a Title 38 or Hybrid-Title 38 position listed in 38 U.S.C., Section 7401 in a health care discipline for which recruitment or retention of qualified personnel is difficult. This education or training must be approved by the Under Secretary for Health for participation in the NNEI.
3. Maintain full-time or part-time enrollment until completion of the course of study for which the scholarship award is provided.
4. Maintain an acceptable level of academic standing as determined by the educational institution, while enrolled in the course of study for which the scholarship award is provided.
5. Complete all coursework within a maximum of three years after enrollment for full-time students, and a maximum of six years after enrollment for part-time students.

6. Notify the Program Coordinator in writing, of any of the following changes within 10 working days: change in name, address, telephone number, enrollment status, program of study, or academic standing.

7. Ensure that the NNEI program officials have access to educational or training institution official transcripts and other information and documents required to assess the academic standing, status and progress of the scholarship recipient.

8. Serve a period of obligated service. All full-time and part-time employees who enroll in the program must serve a period of obligated service as full-time employees in the Veterans Health Administration (VHA). A full-time student will incur a service obligation of three years, regardless of the amount of education received under the NNEI. The obligated service for a part-time student is pro-rated. It is based on the proportion of the number of credit hours carried by the student in any school year to the number of credit hours required to be carried by a full-time student in the approved course of academic training. However, in no event will the requirement for obligated service under the NNEI be less than one year or greater than three years.

9. Serve the period of obligated service by providing health services in full-time clinical practice of the profession for which trained or in another health-care position in an assignment and location in VHA as determined by the Under Secretary for Health. The beginning date for the period of obligated service varies depending on the type of education or training received by the NNEI participant. This is further explained in VHA Handbook 1020.2, National Nursing Education Initiative.

The period of obligated service for this contract is

SECTION D - Breach of NNEI Award. If a participant:

1. Fails to accept payment or instructs the educational institution to which scholarship payments are to be made not to accept payments under this contract, the participant (other than a participant under paragraph 2 of this section) shall, in addition to the service or other obligations incurred under this contract, pay to the United States the sum of \$1,500 as liquidated damages. Payment of this amount must be made within one year of the date on which the participant fails to accept payment of the NNEI Scholarship award or instructs the school not to accept payment.
2. Fails to maintain an acceptable level of academic standing in the course of study for which the award is provided; is dismissed from the educational institution for disciplinary reasons; voluntarily terminates the course of study or program

NATIONAL NURSING EDUCATION INCENTIVE (NNEI) CONTRACT, CONTINUED

for which the award was granted; fails to become licensed as a Register Nurse in a State, Territory, Commonwealth of the United States (i.e., Puerto Rico) or in the District of Columbia, or fails to meet any applicable licensure requirement in the case of any other health-care personnel who provide either direct patient-care services, or services incident to direct patient-care services, during a period of time determined under regulations prescribed by the Secretary; or, fails to maintain employment, while enrolled as a part-time student in the course of training being pursued under the NNEI as a Department employee; the participant shall, instead of performing the service obligation incurred under this contract, repay to the United States all funds paid to the participant under this contract. Payment of this amount must be made within one year from the date academic training terminates.

3. Breaches the agreement by failing for any reason to complete such participant's period of obligated service, the United States shall be entitled to recover from the participant an amount determined in accordance with the following formula.

$$A = 3\Phi (t-s / (t)) \text{ in which:}$$

"A" is the amount the United States is entitled to recover.

"\Phi" is the sum of:

(a.) The amounts paid under this subchapter, to or on behalf of the participant; and

(b.) The interest on such amounts which would be payable if at the time the amounts were paid they were loans bearing interest at the maximum legal prevailing rate, as determined by the Treasurer of the United States.

"t" is the total number of months in the participant's period of obligated service, including any additional period of obligated service in accordance with Section 7673(c)(2), Title 38, United States Code.

"s" is the number of months of such period served by the participant in accordance with Section 7673, Title 38, United States Code.

The amount the United States is entitled to recover shall be paid within one year of the date the Under Secretary for Health determines that the participant has failed to begin or complete the period of obligated service. The amount the United States is entitled to recover may be offset against any salary, wages, accrued leave or retirement annuity which the participant is owed at the time the participant was terminated or failed to complete their obligated service.

SECTION E - Cancellation, Suspension, and Waiver of Obligation.

1. Any service or payment obligation incurred by a participant under this contract will be cancelled at the time of their death.

2. The Under Secretary for Health may waive or suspend the participant's service or payment obligation incurred under this contract if:

a. Compliance by the participant with the terms and conditions of this contract is impossible due to circumstances beyond the control of the participant, or

b. In cases not related to paragraph 2.a., when considered in the best interest of the Department of Veterans Affairs. Such decisions will be made by the Under Secretary for Health on an individual basis.

SECTION F - Consent for Release of Information. The undersigned employee consents to allow the educational institution in which he or she is enrolled to release to the Program Coordinator information regarding enrollment status and academic standing including grade point average at the time of application and, if selected, during the period of award participation. The applicant understands that this authorization is voluntary and the applicant may revoke the consent at any time. However, the applicant further understands that if this authorization is voluntarily revoked after the award of the scholarship, the scholarship award will be terminated and the applicant will be liable for damages in accordance with provisions of Section 7675, Title 38, United States Code.

SECTION G - General Provisions. The Under Secretary for Health or authorized representative must accept this contract before it becomes effective. The regulations issued by the Under Secretary for Health to implement the NNEI are incorporated into and made a part of this contract. I agree to comply with these regulations.

APPLICANT'S NAME

Bridget Ehrhart Montaron

APPLICANT'S SIGNATURE

Bridget Ehrhart Montaron

DATE

2-26-08

(PLEASE SIGN, DATE AND RETURN)

SIGNATURE OF UNDER SECRETARY FOR HEALTH, VETERANS HEALTH ADMINISTRATION, OR AUTHORIZED REPRESENTATIVE

DATE

The Program Coordinator will return a completed copy to you.

**AGENCY NAME
CITY AND STATE**

CERTIFICATE OF INDEBTEDNESS

Debtor(s) Name(s) and

Bridget Ehrhart Bennett

Address(es) :

SOUTHWEBSTER, OHIO, 45682

Total debt due United States as of 01/01/2010 : \$ 98,763.69

I certify that CHILLICOTHE VAMC records show that the debtor(s) named above is/are indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$ 64,512.00 from 01/01/2010 at the annual rate of 0.01 %. Interest accrues on the principal amount of this debt at the rate of \$ 390.79 A MONTH per day.

The claim arose in connection with [Describe with statement such as “a loan made by the NNEI,” “a Government-insured or guaranteed loan made by a private lender and assigned to the United States,” “a charge by the NNEI for goods and/or services,” or “an overpayment or erroneous payment by the NNEI.”]

[Statement of the relevant facts, including: How the debtor(s) became indebted to the United States; the date the debtor(s) defaulted on the loan, note, or obligation; principal balance of the debt; amount and rate of accrued interest on principal balance; additional charges such as penalties and administrative costs; date of last voluntary payment; and statutory authorities.]

CERTIFICATION: Pursuant to 28 USC § 1746, I certify under penalty of perjury that the foregoing is true and correct.

STEPHANIE MCKAY

Accounting Tech. Station 538 06/05/2018

(Name and Title) (Signature)

(Date)



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
BETHANY J. HAMILTON, Assistant United States Attorney
303 Marconi Boulevard, Suite 200, Columbus, Ohio 43215
(614)469-5715

DEFENDANTS

Bridget M Ehrhart-Bennett
aka Bridget M Montavon
County of Residence of First Listed Defendant ROSS
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	PTF	DEF	PTF	DEF
	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other	SOCIAL SECURITY	<input type="checkbox"/> 810 Selective Service
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	HABEAS CORPUS:	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 530 General	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 555 Prison Condition	FEDERAL TAX SUITS	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	IMMIGRATION	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights			

V. ORIGIN

(Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
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VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §1345

Brief description of cause:

Recovery of monies owing Department of Veterans Affairs for breach of contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

Bethany J. Hamilton, Assistant U.S. Attorney

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE